

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATIONAL BANK OF KUWAIT, S.A.K.P.,
NEW YORK BRANCH,

Plaintiff,

-against-

BRADLEY PARKER,

Defendant.

24-cv-4324 (AS)

ORDER

ARUN SUBRAMANIAN, United States District Judge:

National Bank of Kuwait, S.A.K.P., New York Branch (“NBK”) loaned nearly \$52 million to nonparty Galleria 2425 Owner, LLC, with *pro se* defendant Bradley Parker acting as guarantor. Galleria filed for bankruptcy, which, under the terms of the agreement, allowed NBK to seek repayment of the entire principal balance of the loan plus accrued and unpaid interest. Accordingly, in its motion for summary judgment, NBK seeks over \$38 million from Parker. Dkt. 27 at 9.

Parker doesn’t dispute that Galleria defaulted. But he says that NBK’s motion for summary judgment leaves out important context: NBK and Galleria were involved in complex state-court litigation involving multiple parties, which was settled in August 2022 by a written settlement agreement that expressly released Parker as guarantor. Dkt. 30 at 2. NBK concedes that Parker “would . . . have been entitled to receive a release if the conditions precedent to the release” were satisfied but says that they were not because NBK never received the payments required by the agreement. Dkt. 32 at 3. Parker, in turn, says that “there is active litigation in Texas . . . claiming [NBK],” and not the borrower, “breached the Settlement Agreement.” Dkt. 35 at 2.

By January 15, 2025, NBK should submit a letter regarding the status of the Texas litigation. If there is active litigation regarding the settlement agreement, NBK should explain why this case should not be stayed pending resolution of that case.

SO ORDERED.

Dated: December 19, 2024
New York, New York



ARUN SUBRAMANIAN
United States District Judge